

United States District Court
for the
Eastern District of New York

U.S. BANK TRUST, N.A. AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST

Plaintiff,

v.

CARLTON POPE, ADAM REY, ANGELA
HALL BORROUGHS, NEW YORK CITY
PARKING VIOLATIONS BUREAU

Defendants.

(
(Civil Action No. 15-cv-3284
(
(

(
(COMPLAINT
(
(
(
(
(

Plaintiff, by its attorneys Gross Polowy, LLC, for its complaint against the Defendants
allege as follows:

INTRODUCTION

1. This action is brought pursuant to New York Real Property Actions and Proceeding Law (RPAPL) Article 13, to foreclose a mortgage encumbering 5 Cebra Avenue, Staten Island, New York 10301, together with the land, buildings, and other improvements located on the property (“the Property”). The legal description of the property is attached as Schedule A.

PARTIES

2. Plaintiff is a National Association with its principal place of business at 300 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, the holder of the note secured by the mortgage and the mortgagee, or was delegated authority to institute this mortgage foreclosure action by the owner and holder of the note and mortgage.

3. Defendant Carlton Pope is a citizen of New York, and the owner of the property.

4. Defendant Adam Rey is a citizen of New York, and the owner of the property.

5. Defendant Angela Hall Borroughs is a citizen of New York, and the owner of the

property.

6. Defendant New York City Parking Violations Bureau is a city agency existing under the laws of New York with its principal place of business in New York, and the holder of a lien encumbering the property, which is subject and subordinate to Plaintiff's mortgage.

7. The defendant(s) claim an interest or lien encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest or lien of each defendant is attached as Schedule B.

8. The interest or lien of any governmental entity is attached as Schedule C.

STATEMENT OF JURISDICTION

9. Federal subject matter jurisdiction exists pursuant to 28 USC Section 1332 because complete diversity exists among the defendants and the amount in controversy, without interest and costs, exceeds \$75,000.00.

VENUE

10. Venue is proper pursuant to 28 USC Section 1391 because the property is located in this District and a substantial part of the events and omissions giving rise to this action occurred in this District.

FACTUAL BACKGROUND

11. On or about April 24, 2008, Carlton Pope, Adam Rey, and Angela Hall Borroughs executed and delivered a note whereby Carlton Pope, Adam Rey, and Angela Hall Borroughs promised to pay the sum of \$425,325.00 plus interest on the unpaid amount due.

12. As security for the payment of the note, Carlton Pope, Adam Rey, and Angela Hall Borroughs duly executed and delivered a mortgage on the property, which was recorded as follows:

Recording Date: May 21, 2008
Instrument No.: 253105
County: Richmond

13. The mortgage was assigned to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP. The mortgage was subsequently assigned to The Secretary of Housing and Urban Development. The mortgage was further assigned to LSF9 Master Participation Trust. The mortgage was then further assigned to U.S. Bank Trust, N.A. as trustee for LSF9 Master Participation Trust.

14. Carlton Pope, Adam Rey, and Angela Hall Borroughs failed to make payment in accordance with the terms of the note and mortgage by not making the payment due on March 1, 2012 and subsequent payments. Accordingly, Plaintiff hereby accelerates the payments and declares due the entire amount owed on the note and secured by the mortgage.

15. There is now due and owing on the note and mortgage the following amounts:

Principal balance: \$407,443.78
Interest Rate: 7.00%
Date interest accrues from: February 1, 2012

together with late charges, monies advanced for taxes, assessments, insurance, maintenance, and preservation of the property, and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure.

16. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay taxes, assessments, water charges, insurance premiums, and other charges. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

17. Plaintiff has complied with the notice provision of the mortgage and RPAPL Section 1304 and filed the information required by RPAPL Section 1306. The mortgage was

originated in compliance with all provisions of section 595-a of the New York Banking Law and any rules or regulations promulgated thereunder, and, if applicable, sections 6-l or 6-m of the Banking law.

18. No action was brought to recover any part of the mortgage debt or if any such action is pending final judgment for Plaintiff was not rendered and it is the intent of the Plaintiff to discontinue it.

WHEREFORE, PLAINTIFF DEMANDS:

- a. Judgment determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest.
- b. A referee be appointed to sell the property at auction to the highest bidder, in accordance with to RPAPL Article 13.
- c. The interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
- d. The Plaintiff be paid out of the sale proceeds the amounts due for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property, and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, and that the sale proceeds be distributed in accordance with to RPAPL Article 13.
- e. The property be sold in as is condition, subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
- f. Plaintiff may purchase the property at the sale.
- g. A receiver be appointed for the property, if requested by Plaintiff
- h. A deficiency judgment against all obligors on the note, for the amount that remains due after distribution of the sale proceeds, unless the debt was discharged in a bankruptcy, be granted if requested by Plaintiff.
- i. If the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.

j. The Court award Plaintiff additional relief that is just, equitable and proper.

Dated: Williamsville, New York
April 8, 2015

By: 

Keith R. Young, Esq.
Gross Polowy, LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Ste. 100
Williamsville, New York 14221
Tel.: 716-204-1700

Schedule A - Legal Description



Reference ID: [REDACTED]

Title No: [REDACTED]

SEARCH NO. FARS-1023081

Schedule A- Description of the Premises

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Staten Island, County of Richmond, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Cebra Avenue (50 feet wide as adopted) distant 149.08 feet northwesterly from the corner formed by the intersection with the northwesterly side of Victory Boulevard;

Running thence north 32 degrees 51 minutes 21 seconds east, 95.25 feet;

Thence north 52 degrees 49 minutes 26 seconds west, 24.17 feet;

Thence south 32 degrees 51 minutes 21 seconds west, 94.00 feet to a point on said northerly side of Cebra Avenue;

Thence south 49 degrees 52 minutes 04 seconds east, 24.17 feet along said northerly side of Cebra Avenue to the point or place of beginning.

5 Cebra Avenue, Staten Island, NY (Borough of Staten Island, City of New York) Richmond County
BLOCK 109 LOT 93

Schedule A

Schedule B-Defendants

CARLTON POPE	Record owner and original mortgagor
ADAM REY	Record owner and original mortgagor
ANGELA HALL BURROUGHS	Record owner and original mortgagor

Schedule C - Defendants

NEW YORK CITY PARKING
VIOLATIONS BUREAU

Holder of possible judgments against Angela S. Hall,
see attached.

Holder of possible judgments against Adam Rey, see
attached.

Parking Violations

Page 1 of 1

RedVision - 1 Old Country Rd - Suite LL1, Carle Place, NY 11514 - 516-663-0600

Parking Violations Filed Date: 1/28/2015

For HALL, A

#	Name	Address	J-S	J-Amt	J-Int	Plt or Sum St
1	HALL ANGELA S	671 HAWTHORNE ST # 2, BROOKLYN NY, 11203	5	675	454.89	DMR8666

Data Loaded: 1/28/2015

Parking Violations

Page 1 of 1

RedVision - 1 Old Country Rd - Suite LL1, Carle Place, NY 11514 - 516-663-0600

Parking Violations Filed Date: 1/28/2015

For REY, A

#	Name	Address	J-#	J-Amt	J-Int	Plt or Sum St
1	REY ADAM	27 ARGYLE RD , BROOKLYN NY , 11218	6	672	452.87	DPF1167

Data Loaded: 1/28/2015